



RECORDATION NO. 11081-4
NOV 23 1979 - 2 00 PM
INTERSTATE COMMERCE COMMISSION

State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02101

Dean W. Harrison
Senior Vice President
General Counsel and Secretary
(617) 786-3104

November 15, 1979 9-327A048

No.

Date NOV 23 1979

Fee \$ 60.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Sir:

Enclosed herewith for filing is an original Lease Assignment and Security Agreement and two counterparts together with an original Letter Agreement and two counterparts between the bank and the managing agent of the assignor and a check in the amount of \$60 to cover the filing fee.

The names and addresses of the parties to the secured transaction are as follows:

Charles F. Kaye
72 Foster Street
Littleton, Massachusetts 01460
Debtor, Assignor of Lease and Grantor of Security Interest

State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110
Secured Lendor, Assignee of Lease and Grantee of Security Interest

Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, New Jersey 07632
Managing Agent of Debtor

The equipment covered by the Lease Assignment and Security Agreement are boxcars more particularly described as follows:

INTERSTATE
COMMERCE COMMISSION
RECEIVED
NOV 23 1979
ADMINISTRATIVE SERVICES
MAIL UNIT

RECEIVED
NOV 23 1 46 PM '79
FEE OPERATION BR.

Secretary
Interstate Commerce Commission

November 15, 1979

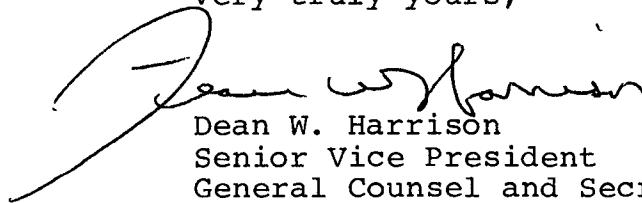
<u>Number of Cars</u>	<u>Description of Cars</u>	<u>Reporting Marks and Serial Numbers</u>
8	5,332 cubic foot capacity, 70-ton truck, 50'6" XM general purpose unequipped boxcars manufactured by Pullman Incorporated	VTR 11018 VTR 11020 VTR 11021 VTR 11030 VTR 11035 VTR 11039 VTR 11040 VTR 11041

There have been no prior recordings in connection
with the aforesaid documents.

The name and address of the person to whom the original
documents should be returned is as follows:

Evalyn Lipton Fishbein, Esq.
State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110

Very truly yours,



Dean W. Harrison
Senior Vice President
General Counsel and Secretary

DWH/dm

Enclosures

LEASE ASSIGNMENT AND SECURITY AGREEMENT

RECORDATION
NOV 23 1979 - 2 00 PM
INTERSTATE COMMERCE COMMISSION
Filed 1425

For Value Received, the undersigned, Charles F. Kaye of 72 Foster Street, Littleton, Massachusetts 01460, the debtor hereunder (hereinafter called "Assignor"), to secure payment of a note dated *July 6*, 1979, and any other direct or indirect liabilities or obligations due or to become due or that may hereafter be contracted, including his performance hereunder (hereinafter called "Obligations") of Assignor to State Street Bank and Trust Company, a Massachusetts banking corporation with its principal office at 225 Franklin Street, Boston, Massachusetts 02110, the secured party hereunder (hereinafter called "Bank"), hereby sells, assigns, transfers and sets over all of the Assignor's right, title and interest in, to and under a lease of the following described boxcars (hereinafter called "Cars"):

<u>Number of Cars</u>	<u>Description of Cars</u>	<u>Reporting Marks and Serial Numbers</u>
8	5,332 cubic foot capacity, 70-ton truck, 50'6" XM general purpose unequipped boxcars manufactured by Pullman Incorporated	VTR 11018 VTR 11020 VTR 11021 VTR 11030 VTR 11035 VTR 11039 VTR 11040 VTR 11041

dated May 24, 1978 and amended by amendments thereto dated June 5, 1978, July 6, 1978 and July 7, 1978 (hereinafter called "Lease") between

Rex Railways, Inc. of 616 Palisade Avenue, Englewood Cliffs, New Jersey 07632, as agent of Assignor (hereinafter called "Rex") and Vermont Railway, Inc. (hereinafter called "Lessee") and in and to all moneys at any time due under the Lease, whether for rent, recoveries, damages, the purchase price of the Cars or however due and payable thereunder. Assignor also grants to Bank a security interest in the Cars whether now owned or hereafter acquired and in all replacements and additions thereto, but the security interest hereby granted shall be subject to the right of said Lessee to possess and use the same in pursuance of the Lease for the term thereof and so long as the Lessee shall not be in default thereunder.

Except for the security interest created hereunder Assignor is the owner of the Cars free from any adverse lien, security interest or encumbrance, and will defend the Cars against all claims and demands of all persons at any time claiming the same or any interest therein. Without the consent of the Bank, Assignor will not sell, assign or transfer the Cars or any interest therein.

Upon request of Bank, Assignor agrees promptly to deliver to Bank all rentals and other payments received from the date of this instrument by him with respect to the Lease or the Cars in the form in which such payments are made and properly endorsed. Bank may at any time notify the Lessee or Rex of this assignment and require payments directly to it. Assignor will at all reasonable times, allow Bank, by or through any of its officers, agents, employees,

attorneys or accountants, to examine and make extracts from Assignor's books and other records.

Assignor agrees not to permit the termination or amendment of the Lease, nor to enter into any agreement with the Lessee waiving or modifying any term of the Lease, unless, on any occasion, he shall have first received the written consent of the Bank thereto.

Assignor agrees to join with Bank in executing such financing statements or other filing or recording instruments, or instruments of further assurance with respect to the Cars and the Lease hereunder as Bank shall reasonably deem necessary for its further security.

The following shall be deemed events of default upon the happening of any of which, the Obligations shall, at the option of the Bank, become due and payable following reasonable notice and demand:

(a) If Assignor defaults in the payment of any installment of the above described note, or in the payment or performance of any of the other Obligations hereunder.

(b) If any warranty, representation, report or statement made or furnished to Bank at any time by the Assignor is untrue or incomplete in any material respect as of the time when made or furnished.

(c) Assignor's death or insolvency, appointment of a receiver for any part of the Assignor's property, the making of any assignment for the benefit of creditors of the commencement of any proceedings under any bankruptcy or insolvency laws by or against Assignor, or upon the issuing of any writ of attachment by trustee process or otherwise or a restraining order or injunction affecting the Cars.

(d) If the Assignor fails to pay any lien for taxes within five (5) days of notice of the recording or assessment by any municipal, state or federal authority.

Upon such default, Bank, as secured party, shall have the remedies of a secured party under the Uniform Commercial Code or other applicable law. Whenever notification with respect to the sale or other disposition of the Cars is required by law, such notification of the time and place of public sale, or of the date after which a private sale or other intended disposition is to be made, shall be deemed reasonable if mailed, postage prepaid, addressed to Assignor at the mailing address hereinabove given at least seven (7) days before the time of such public sale or of the date after which any such private sale or other intended disposition is to be made, as the case may be. Expenses of retaking, holding, preparing for sale, selling or the like, shall include Bank's reasonable attorney's fees and legal expenses.

The Bank shall not be obligated to perform or discharge nor does the Bank hereby undertake to perform or discharge any obligation, duty or liability under said Lease or under or by reason of this assignment and the Assignor shall, and does hereby agree, to indemnify the Bank for, and to hold the Bank harmless from, any and all liability, loss or damage which may or might be incurred under said Lease or under or by reason of this assignment and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Lease. Should the Bank incur any such liability under said Lease or under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Bank therefor within fifteen (15) days following demand and upon the failure of the Assignor so to do the Bank may, at its option, declare all sums secured hereby and by said obligations immediately due and payable. And it is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of said Cars upon the Bank, not for the carrying out of any of the terms and conditions of said Lease; nor shall it operate to make the Bank responsible or liable for any dangerous or defective condition of the Cars, or for any negligence in the management, upkeep, repair or control.

of said Cars resulting in loss or injury or death.

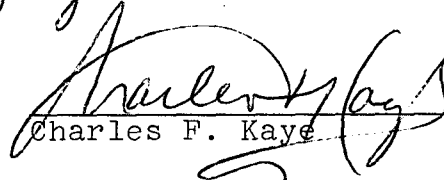
The Bank may take or release other security for the payment of said Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of said Obligations without prejudice to any of its rights under this assignment.

Assignor shall keep the Cars fully insured and shall cause the insurance covering the Cars to name the Bank as loss payee as its interests may appear and from time to time on request of Bank shall furnish to Bank satisfactory proof of the maintenance of such insurance.

The Bank shall not be deemed to have waived any of its rights hereunder unless such waiver is in writing and no such waiver shall be deemed to extend to any subsequent defaults.

This assignment and agreement shall become effective when signed by Assignor and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the law of Massachusetts. This instrument is intended to take effect as a sealed instrument and shall unure to the benefit of the Bank and its successors and assigns.

Signed this 6th day of July, 1979.


Charles F. Kaye

STATE OF MASSACHUSETTS)
COUNTY OF Suffolk) ss:

On this 6th day of July, 1979, before me personally appeared Charles F. Kaye to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(SEAL)

Marion F. Ewell
Notary Public

My commission expires:

August 16, 1985

The foregoing Lease Assignment and Security Agreement* is consented to.

* as amended by letter dated September 25, 1979 from Rex Railways, Inc. to the Bank REX RAILWAYS, INC.

(SEAL)

BY

Anna J. Jantzen, R. & P.

STATE OF New Jersey)
COUNTY OF Bergen) ss:

On this 27th day of Sept, 1979, before me personally appeared Mark A. Poltman, to me personally known, who being by me duly sworn, says that he is the Exec. Vice Pres of Rex Railways, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Rubin Schertz
Notary Public

My commission expires: